



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

March 06, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37 March 6, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**ADOPT, ADVERTISE, AND AWARD
SANITARY SEWER RECONSTRUCTION
AND EXECUTE A COST-SHARING AGREEMENT
CALABASAS SEWER UPGRADE
IN THE CITY OF CALABASAS
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

This action is to approve the project to reconstruct sanitary sewers in the City of Calabasas; find the project categorically exempt from the provisions of the California Environmental Quality Act; adopt the plans and specifications; call for bids; approve and execute a cost-sharing agreement with the City of Calabasas; and authorize the Director of Public Works or her designee to award, execute, and implement a construction contract with the apparent responsible contractor with the lowest responsive bid.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve the project and adopt the plans and specifications that are on file in the Construction Division of the Department of Public Works for Calabasas Sewer Upgrade, in the City of Calabasas, at an estimated construction contract cost between \$875,000 and \$1,075,000.
3. Instruct the Executive Officer of the Board of Supervisors to advertise for bids to be received and

opened on April 3, 2012, in accordance with the Instruction Sheet for Publishing Legal Advertisement.

4. Approve and instruct the Chairman to sign the enclosed cost-sharing agreement with the City of Calabasas to fund \$175,000 of the estimated construction cost.
5. Authorize the Director of Public Works or her designee to award, execute, and implement a construction contract with the apparent responsible contractor with the lowest responsive bid within the estimated cost range, approve the Faithful Performance and Labor and Material Bonds and insurance submitted by the contractor, and deliver the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of the project from your Board; adopt the plans and specifications; advertise for bids; execute a cost-sharing agreement with the City of Calabasas (City); and authorize the Director or her designee to award, execute, and implement a construction contract with the apparent responsible contractor with the lowest responsive bid for sanitary sewer reconstruction and the performance of other appurtenant work.

Since this project will provide sewer improvements that will be beneficial to both the City and Consolidated Sewer Maintenance District, our agencies have agreed to enter into a cost-sharing agreement for this work. Under the terms and conditions of a cost-sharing agreement, the City will fund \$175,000 of the estimated construction cost. The City has agreed to make an initial deposit of \$50,000 with the Consolidated Sewer Maintenance District financing the balance over a period of five years and the City making annual payments of \$25,829 commencing in the Fiscal Year 2012-13.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The recommended actions will help achieve these goals by providing an improved sanitary sewer system to serve residents and businesses.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$875,000 to \$1,075,000. The City of Calabasas will fund \$175,000 of the estimated construction cost. The total project cost is estimated to be \$1,865,400. In addition to the construction contract cost, the total project cost includes the preparation of plans, specifications, survey, materials, testing, utility clearance, inspection, contract administration, change order contingency, and other County services.

Funding for this project is included in the Accumulative Capital Outlay Fund in the Fiscal Year 2011-12 Consolidated Sewer Maintenance District Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project, to contract for the reconstruction of sanitary sewers, is part of the Department of Public

Works' (Public Works) program for the operation, maintenance, and repair of sanitary sewers. It will be advertised in accordance with Section 20125 of the State Public Contract Code.

This project is to be completed in 50 working days. It is estimated the work will start in June 2012 and be completed in August 2012.

Executing a cost-sharing agreement with the City allows for the Consolidated Sewer Maintenance District to be reimbursed for a portion of the project construction costs. The cost-sharing agreement has been approved as to form by County Counsel. The cost-sharing agreement was approved by the Calabasas City Council on January 25, 2012.

Delegating to the Director or her designee the authority to award, execute, and implement this construction contract allows an expedited contracting process to obtain a contractor for the reconstruction of sanitary sewers and other appurtenant work.

The contract agreement will be in the form previously reviewed and approved as to form by County Counsel.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The project specifications contain provisions requiring the contractor to comply with terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County of Los Angeles' (County) Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; the Los Angeles County's Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

The State Public Contract Code requires the County to award construction contracts to a responsible contractor with the lowest responsive bid, which is defined as the firm that: (1) submits the bid with the lowest cost; (2) is deemed by the County to be responsive to specific criteria under the solicitation including, but not limited to, licensure, bonding, and insurance requirements; and (3) is determined by the County to be a responsible bidder by exhibiting the capability, capacity, experience, trustworthiness, and financial wherewithal to perform the work required under the bid solicitation.

To ensure that the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making a recommendation to award.

The plans and specifications include the contractual provisions, methods, and material requirements necessary for this project and are on file with Public Works.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt pursuant to Section 15301(b) of the California Environmental Quality Act Guidelines and Class 1, Subsection e, of the revised County Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for the maintenance, repair, and minor alterations of existing publicly owned sewage facilities.

CONTRACTING PROCESS

This project will be contracted on an open-competitive bid basis. The award by the Director or her designee will be made after review of the bids meeting the criteria established by your Board and the State Public Contract Code.

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on the County website for upcoming bids.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by extending the life of the sanitary sewer system in the vicinity of County businesses and residences.

CONCLUSION

Please return one adopted copy of this letter and one fully executed original of the cost sharing agreement to the Department of Public Works, Construction Division.

The Honorable Board of Supervisors

3/6/2012

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Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid, with the first name "Gail" and last name "Farber" clearly legible.

GAIL FARBER

Director

GF:JTS:ss

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Internal Services Department (Countywide
Contract Compliance)

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF CALABASAS, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY) on behalf of the CONSOLIDATED SEWER MAINTENANCE DISTRICT OF LOS ANGELES COUNTY (hereinafter referred to as DISTRICT):

WITNESSETH

WHEREAS, CITY and COUNTY (Parties) propose to replace the sewer force main within Mulholland Highway from the Mulholland Pump Station to Manhole at Station 25 + 31.64 on page 4 of the sewer plans for Project ID No. SMDACO0132 ACOP 132 Calabasas Sewer Upgrade (hereinafter referred to as SEWER PLANS) and included as Exhibit A of this AGREEMENT (which work is hereinafter referred to as FORCE MAIN); and construct a new gravity sewer line within Mulholland Highway from Manhole at Station 25 + 31.64 on page 4 of the SEWER PLANS to Manhole at Station 0 + 98 on page 2 of the SEWER PLANS (which work is hereinafter referred to as GRAVITY SEWER); and

WHEREAS, the combination of FORCE MAIN and GRAVITY SEWER is hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and DISTRICT or COUNTY; and

WHEREAS, COUNTY is willing to perform, or cause to be performed, the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, CITY is willing to fund a portion of the COST OF PROJECT (as defined herein below) for GRAVITY SEWER; and

WHEREAS, COST OF PROJECT is currently estimated to be One Million Eight Hundred Sixty-five Thousand Four Hundred and 00/100 Dollars (\$1,865,400.00), and CITY'S share of the cost is One Hundred Seventy-Five Thousand (\$175,000.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the premises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The COST OF PROJECT, as referred to in this AGREEMENT, shall include the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, contract administration, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- b. The COST OF PRELIMINARY ENGINEERING, as referred to above, shall include the costs of environmental documentation; design survey; traffic index and geometric investigation; soil testing; right-of-way acquisition and certification; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- c. The COST OF CONSTRUCTION CONTRACT, as referred to above, shall include the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance a portion of COST OF PROJECT for GRAVITY SEWER and to deposit with the COUNTY upon demand CITY funds in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) to finance the CITY'S share of COST OF PROJECT.
- b. To deposit with COUNTY funds in the amount of One Hundred Twenty-five Thousand and 00/100 Dollars (\$125,000.00) upon receipt of grant monies to finance the balance of the CITY'S share of COST OF PROJECT. In the event CITY is unable to secure grant funding, commencing Fiscal Year 2012-13, CITY shall deposit five annual payments in the amount of Twenty-five Thousand Eight Hundred Twenty-seven and 21/100 Dollars (\$25,827.21) to finance the balance of the CITY'S share of COST OF PROJECT.

- c. To grant to COUNTY, at no cost to COUNTY, any permits required by the CITY to enable COUNTY to perform the PROJECT as necessary within CITY right of way.
- d. To cooperate with COUNTY in conducting negotiations with, and where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction of PROJECT. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT.
- e. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- f. Upon completion of PROJECT, to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT under CITY'S jurisdiction.

(3) COUNTY AGREES:

- a. To perform, or cause to be performed, the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration, and all other work necessary to complete PROJECT.
- b. To finance the balance of COST OF PROJECT currently estimated at One Million Two Hundred Fifteen Thousand Seven Hundred and 00/100 Dollars (\$1,215,700.00).
- c. To obtain CITY'S approval of SEWER PLANS for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.

- e. Upon completion of PROJECT, to maintain in good condition, and at COUNTY'S expense, all improvements constructed as part of PROJECT under the jurisdiction of COUNTY and DISTRICT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. That if CITY'S payment, as set forth in paragraph (2) b. above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the Parties to this AGREEMENT currently in effect.
- b. That if CITY'S payment, as set forth in paragraph (2) b. above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
- c. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice prepared by DISTRICT and delivered to CITY.
- d. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- e. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the Parties' Directors of Public Works or their delegates.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Robert Yalda
Director of Public Works/City Engineer
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302-3172

COUNTY: Ms. Gail Farber
Director of Public Works
Attention Mr. Keith E. Lehto
County of Los Angeles
P.O. Box 1460
Alhambra, CA 91802-1460

- g. Neither COUNTY or DISTRICT nor any officer or employee of COUNTY or DISTRICT shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY and DISTRICT harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- h. Except as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY or DISTRICT under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY or DISTRICT under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY or DISTRICT under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY or DISTRICT under this AGREEMENT.
- i. Neither COUNTY, DISTRICT nor any officer or employee of COUNTY or DISTRICT shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence of alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY's geographical limits, including liability under the Comprehensive

Environmental, Response, Compensation, and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold both COUNTY and DISTRICT harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- j. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- k. This AGREEMENT contains the full and complete agreement and understanding of the Parties regarding the subject matters herein and shall supersede all oral or written agreements or communications between the Parties on said matters. The Parties acknowledge that certain Assumption of Liability Agreement between the CITY and the COUNTY dated December 27, 1977, does not apply to the matters in this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF CALABASAS on March 6, 2012, and by the COUNTY OF LOS ANGELES on March 6, 2012.

COUNTY OF LOS ANGELES

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By [Signature]

Deputy



By [Signature]

Chairman, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
Delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]

Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By [Signature]

Deputy

CITY OF CALABASAS

By [Signature]

Mayor

ATTEST:

By [Signature]

City Clerk

APPROVED AS TO FORM:

By [Signature]

City Attorney

2/2/12

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37 MAR 6 2012

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER